ORDER FOR SUPPLIES OR SERVICES								PAGE 1 OF 17				
	HZV-04-P-1		ER/AGREEMENT NO.	2. DELIV	VERY ORDER	/CALL NO.	3. DATE OF ORI (YYYYMMMDD 2004JUL01			JISITION/PURCH RE	QUEST NO.	5. PRIORITY DOA4
6. ISSUED) BY			CODE	W56HZV	7. ADMINIST	TERED BY (If other	than 6)	SEE S		2401A	8. DELIVERY FOB
TACOM WARREN AMSTA-AQ-ATAD JOHN MEISEL (586)574-6560 WARREN, MICHIGAN 48397-5000 EMAIL: MEISELJ@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL					B.H ROO 1 F	TWIN CITIES WHIPPLE FE M 1150 PEDERAL DRIVE SNELLING M PAS:	N 551		ADP PT: HQ033	20	DESTINATION X OTHER (See Schedule if other)	
9. CONTR	ACTOR			CODE	45225	FACIL			ELIVER TO F	OB POINT BY (Date)		11. X IF BUSINESS IS
NAME AND ADDRESS	SPX CO 655 EI OWATON	RP SEI	ORATION - KENT-MOORE/OT NHOWER DRIVE , MN. 55060-1100		SONS		•	SEE	SCHEDULE	1		SMALL SMALL DISADVANTAGED WOMAN-OWNED
	• TYPE E	BUS:	INESS: Large Bus	siness 1	Performing	g in U.S.	•		AIL INVOICE	S TO THE ADDRESS	IN BLOCK	
14. SHIP T			INDED DATE DAE	CODE		1	T WILL BE MADE		BIOCK IS	COD	DE HQ0339	MARK ALL
SEE	SCHEDULE					DFA P.O	AS - COLUMBUS AS-CO/WEST EN D. BOX 182381 LUMBUS, OH 43	TITLEM	MENT OPERA	ATIONS		PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL		THIS DELIVERY ORDER	R IS ISSUED	ON ANOTHER O	GOVERNMENT AC	GENCY OR IN ACCOR	DANCE W	TTH AND SUBJE	ECT TO TERMS AND COM	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF ORDER	PURCHASE	х			furnish the fol	llowing on terms	66HZV04Q0162 s specified herein.					
										MBERED PURCHASI AND AGREES TO PE		MAY PREVIOUSLY HAVE ME.
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE												
SEE	SCHEDULE											
18. ITEM		НЕ	EDULE OF SUPPLIES/SI	ERVICE			20. QUANTIT ORDERED/ ACCEPTED*	Y	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	CONT Fi KINI	rra irm	CHEDULE ACT TYPE: A-Fixed-Price OF CONTRACT: Oly Contracts and	d Price	d Orders							
	accepted by the		· · · · · · · · · · · · · · · · · · ·	4. UNITED	STATES OF A	AMERICA	/SIGNED/		.	·	25. TOTAL 26.	\$11,293.22
If differen		ıanti	ity accepted below	BY:			731GNED/ IY.MIL (586)5			ORDERING OFFICER	DIFFERENCES	s
	NTITY IN COLU	7		. CCEPTEI	AND CONE	ODMS TO COM	TD A CIT EXCEPT.	a Notte				
	L INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE c. DATE (YYYYMMMDD) d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE								D GOVERNMENT			
e. MAILI	NG ADDRESS C)F A	AUTHORIZED GOVERN	MENT RE	PRESENTATI	VE	28. SHIP. NO		29. D.O. VOU	CHER NO.	30. INITIALS	
f. TELEPHONE NUMBER g. E-MAIL ADDRESS						PARTI FINAL	AL	32. PAID BY		33. AMOUNT V	VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					т.	31. PAYMEN COMP				34. CHECK NU	JMBER	
a. DATE	MMDD)		b. SIGNATURE AND	TITLE OF	CERTIFYING	OFFICER	PARTI				35. BILL OF L	ADING NO.
37. RECE	IVED AT		38. RECEIVED BY (P	'rint)	39. DATE RE (YYYYMM)		40. TOTAL C TAINERS	ON-	41. S/R ACCO	OUNT NUMBER	42. S/R VOUCE	HER NO.

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Name of Offeror or Contractor: SPX CORPORATION

over guidance found on the TACOM contracting web page.

SUPPLEMENTAL INFORMATION

1

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

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Name of Offeror or Contractor: SPX CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 4810-01-479-2466 FSCM: 0PFG7 PART NR: 252956 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	113	EA	\$ 99.94000	\$11,293.22
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: VALVE,STOP-CHECK PRON: EH492397EH PRON AMD: 03 ACRN: AA AMS CD: 070011 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BDJA9N3282A725 BXXUBR L BDJA00 3 PROJ CD BRK BLK PT BDJA00 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0120 FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (BDJA00) U S MILITARY LIAISON OFFICE DJIBOUTI DEPT OF STATE WASHINGTON, DC 20521-2150				
	MARK FOR: U S MILITARY LIAISON OFFICE DJIBOUTI DEPT OF STATE WASHINGTON, DC 20521-2150				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-1120/0000				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				

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Name of Offeror or Contractor: SPX CORPORATION

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	002 BJOA5N3293A875 BA2VZO L BJOA00 2				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (BJ0002) EAGLE GLOBAL LOGISTICS ATTN JORDAN FMS TEL 443 572 7800 FAX 443 572 7802 1901 PARK 100 DRIVE GLEN BURNIE MD 21061-3219				
	MARK FOR: MILITARY ASSISTANCE PROGRAM US EMBASSY ROYAL MAINTENANCE CORPS JORDANIAN ARMY AMMAN UNIT 70207 APO AE 09892-0207 CONTRACT/DELIVERY ORDER NUMBER				
	W56HZV-04-P-1120/0000 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 003 W56HZV32951302 W25G1U J 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 110 0120				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-1120/0000				

	CONTINUATION SHEET			Reference No. of Document Being Continued						Page 5 of 17
				PHN/SHN W56HZV-04-P-1120		MOD	/AMD			
Name	Name of Offeror or Contractor: SPX CORPORATION									
CONTRAC	T ADMINISTRA	TION DATA								
	PRON/						JOB			
LINE	AMS CD/	OBLG					ORDER	ACCOUNT	ING	OBLIGATED
ITEM	MIPR	ACRN STAT	ACCOUNTING	CLASSIFICATION			NUMBER	STATION		AMOUNT
0001AA	EH492397EH	AA 2	97 X4930A	C6D 6D	26FB	S20113		W56HZV	\$	11,293.22
	070011									
								TOTAL	\$	11,293.22
SERVICE							ACCO	UNTING		OBLIGATED
NAME		L BY ACRN	ACCOUNTING	CLASSIFICATION			STAT	ION		AMOUNT
Army		AA	97 X4930A	C6D 6D	26FB	S20113	W56H	ZV	\$_	11,293.22
								TOTAL	\$	11,293.22

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CONTINUATION SHEET	

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Name of Offeror or Contractor: SPX CORPORATION

NTRACT CL	AUSES		
3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
4	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
5	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
7	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
8	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
9	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read: US ARMY TANK-AUTOMOTIVE &	
		ARMAMENTS COMMAND	
10	52.247-29	F.O.B. ORIGIN	JUN/1988
11	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR	APR/1984
		WATER TERMINAL TRANSSHIPMENT POINTS	
12	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
13	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
14	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
15	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
16	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENT	DEC/1991
17	52.204-4006	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED	MAY/2000
	(TACOM)	ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	

PIIN/SIIN W56HZV-04-P-1120

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
 - (d) We hereby specify that the required F.O.B. point for this acquisition is Origin.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

18 52.211-4515 PACKAGING REQUIREMENT (SPECIAL PACKAGING INSTRUCTIONS) MAR/2004

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: В

QUANTITY PER UNIT PACKAGE:

(4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK14792466 a. REVISION as listed on TDPL b. DATE OF REVISION as listed on TDPL

(b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow

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Name of Offeror or Contractor: SPX CORPORATION

for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40×48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(c) Marking:

- (1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- (4) Military Shipping Label: : Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at http://www.easysoftcorp.com/products/Software/MSL.html. Insure that the ship to and mark for in-the-clear delivery address is complete including:consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
- (d) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
 - (e) Hazardous Materials(As applicable):
 - (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
 - (2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO

P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of

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Name of Offeror or Contractor: SPX CORPORATION

preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

(f) SUPPLEMENTAL INSTRUCTIONS: -6-

[End of Clause]

- 19 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993 52.223-4002 (TACOM)
- (a) Definitions.
- (1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:
  - chlorofluorocarbon-11 (CFC-11) (i) chlorofluorocarbon-12 (CFC-12) (ii) (iii) chlorofluorocarbon-13 (CFC-13) chlorofluorocarbon-111 (CFC-111) (iv) (v) chlorofluorocarbon-112 (CFC-112) (vi) chlorofluorocarbon-113 (CFC-113) (vii) chlorofluorocarbon-114 (CFC-114) (viii) chlorofluorocarbon-115 (CFC-115) (ix) chlorofluorocarbon-211 (CFC-211) (x) chlorofluorocarbon-212 (CFC-212) chlorofluorocarbon-213 (CFC-213) (xi) (xii) chlorofluorocarbon-214 (CFC-214) (xiii) chlorofluorocarbon-215 (CFC-215) (xiv) chlorofluorocarbon-216 (CFC-216) (xv) chlorofluorocarbon-217 (CFC-217) halon-1211 (xvi) (xvii) halon-1301 (xviii) halon-2402

  - (xix) carbon tetrachloride
  - methyl chloroform (xx)
  - (xxi) methyl bromide
  - (xxii) hydrobromofluorocarbons (HBFCs)
  - (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.
- (2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.
- (3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.
- (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.
- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
  - (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we

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cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

- (d) Please summarize your own review of our specification/technical data package, by completing the following:
  - (1) During our review of the specification or technical data package in this solicitation, we-

[X ] have

[ ] have not

found any direct requirements to use any CIODS. (Since have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Substitute

Spec/Standard Required CIODS Available?

-1-

(2) Further, in our review of the specification or technical data package in this solicitation, we--

[ ] have

[ ] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii)whether any substitutes are known to be available for the listed CIODS.)

> Substitute Spec/Standard Required CIODS Available?

- (e) Offerors who check  $\underline{have}$  in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.
- (f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:
  - --One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- -- The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.
- (g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

2.0 52.242-4022 DELIVERY SCHEDULE (TACOM)

MAY/2000

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 120 days after the date of award, or, N/A days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.

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- (2) You can accelerate delivery: at no additional cost to the Government.
- (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES 120 DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

21 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN (TACOM)

FEB/1995

- (a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN
  - (b) Origin inspection shall take place at the site specified below:
    - -1- SPX Corporation
    - -2- 655 Eisenhower Drive
    - -3- Owatonna, MN
    - -4- 55060

[End of Clause]

22 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

- (a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.
  - (1) To be completed by the offeror:
    - (i) Type of "Outer" container: Wood Box [ ], Fiber Box [ x], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) _____
    - (ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) bagged;
    - (iii) Size of outer container: <u>6"</u> inches (Length), x 6"___ inches (Width), x <u>4"</u> inches (Height) = ____ Cubic FT; 08333
    - (iv) Number of items per outer container ____4 ___ Each;

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	(v)	Gross weight of outer container and contents7 LBS
	(vi)	Palletized/skidded [ ] Yes [ x] No;
	(vii)	Number of outer containers per pallet/skid;
	(viii)	Weight of empty pallet bottom/skid and sides LBS;
	(ix)	Size of pallet/skid and contents LBS Cube;
	(x)	Number of outer containers or pallets/skids per railcar *
		Size of railcar
		Type of railcar
	(xi)	Number of outer containers or pallets/skids per trailer *
		Size of trailer
		Type of trailer
Number of co	mplete u	units (contract line item) to be shipped in carrier's equipment.
(2)	To be o	completed by the Government after evaluation but before contract award:
	(i)	Rate used in evaluation;
	(ii)	Tender/Tariff;
	(iii)	Item;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

23 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
  - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
  - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The offeror certifies that the following end products are qualifying country end products:

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	Line Item Number	Country of Origin	
(3)	The following end products are oth	er foreign end products:	
	Line Item Number	Country of Origin (If known)	

[End of Provision]

24 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)

MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
    - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
      - (i) This contract is a construction contract; or
      - (ii) The supplies being transported are-
        - (A) Noncommercial items; or
        - (B) Commercial items that-

or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- $(2) \ \, \text{Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or \\$
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels,

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tune of Official of Contractor. SPA CORPORATION

**CONTINUATION SHEET** 

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

25	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
26	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic

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submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

27 52.211-4036 FOR (TACOM)

FORMAT OF THE TECHNICAL DATA PACKAGE

APR/2000

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- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM AMSTA-CM-CDD (TDP Requests) Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

28 52.211-4047 (TACOM) NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)

APR/2000

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
  - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.

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- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

- 29 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002 (TACOM)
- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

30 52.225-4000 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000 (TACOM)

At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

[End of Clause]

- 31 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 JAN/2002 (TACOM)
- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
  - (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and

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use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

32 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT AUG/2003 (TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government/Commercial Bills of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
  - (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

33 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994 (TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

#### Offeror represents that:

(1) Facilities for shipping by rail
 [ ] are
 [ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

[ ] are [ ] are not

available at the F.O.B. point(s) stated in this solicitation.

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[ ] are [ ] are not				
[ ] are not	]	]	are	
	]	]	are not	

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:______/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

- (b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.
- (c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.
- (d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]